

Exhibit A-2

Exemplars of A&I Engagement Letter and Consent to Associate Form

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**TALCUM POWDER
CONTRACT OF EMPLOYMENT**

Scope of Representation: I, _____, the undersigned hereinafter referred to as “Client,” hereby hire Arnold & Itkin LLP, hereinafter referred to as “AI,” as my attorneys, to investigate, prepare, and prosecute any personal injury or wrongful death claims against the pharmaceutical companies that manufactured and/or marketed Talcum Powder. If Client brings a claim relating to or arising from a deceased person’s damages or injuries from the use of Talcum Powder, Client agrees to proceed both individually and as representative of the estate of the deceased person to the extent Client is legally able to do so. Client understands and agrees that AI will not investigate or pursue any claims for medical malpractice by Client’s doctors.

Contingent Fee: In consideration for the services to be rendered by AI, Client agrees to pay AI [REDACTED] of the gross sum recovered by settlement or judgment. The “gross sum recovered” means all money or other things of value including any attorney’s fees awarded by the court.

Expenses: It is agreed that AI shall advance the court costs and other expenses for this claim, including case specific expenses and a pro rata share of general case expenses. Client understands and acknowledges that case specific expenses are those incurred solely in the prosecution of Client’s causes of action and for Client’s sole benefit. Client understands, acknowledges, agrees and consents to paying all of such case specific expenses out of Client’s percentage of the gross sum recovered. Client understands and acknowledges that general case expenses are those incurred in the prosecution of Client’s causes of action on behalf of Client and other similarly situated clients of AI in connection with their causes of action. Some examples of general case expenses include, but are not limited to; retaining experts, costs of investigation, copy costs, mail and delivery costs, expert witness fees and expenses, consulting expert fees and expenses, retaining and compensating hourly case workers, computerized document management, mock jury and shadow jury costs, travel and travel related expenses, private air travel through an affiliated entity of AI, meals, telephone and fax expenses, court reporter fees, filing, jury and service fees, deposition costs, exhibit costs, hiring third parties to negotiate Medicare or Medicaid liens, and governmental benefit preservation and/or lien issues, preparation of mediated settlement agreements, and computerized legal research costs. Client acknowledges and understands that each client in the relevant group benefits from the ability to share these expenses with the larger group rather than incurring these expenses individually. Client understands, acknowledges, agrees, and consents to paying a pro rata share of such general case expenses out of Client’s percentage of the gross sum recovered. Should AI elect to fund such expenses by borrowing the funds required, Client agrees to reimburse the full sum of all related interest charges for case specific expense costs as well as a pro rata share of related interest charges for general case expenses out of Client’s percentage of the gross settlement proceeds or recovery.

Client hereby agrees that any sums advanced by AI to cover both case specific and general expenses, as described above, shall be repaid to AI from Client’s percentage of the settlement proceeds or recovery. The [REDACTED] Contingent Fee shall be calculated based upon the total gross recovery and then the expenses will be deducted from Client’s recovery. The repayment of expenses shall be made to AI before any disbursement to Client and separate from the calculation and payment of attorneys’ fees. Client hereby grants AI a lien on any proceeds or judgments recovered for Client’s claim as security for the payment of the attorneys’ fees and expenses to be incurred. Client warrants that he/she is the sole owner of the Claim and agrees not to assign any interest in the claim without the prior, written consent of AI.

Client acknowledges that AI have made no guarantees about the successful prosecution of Client’s claim. **In the event there is no recovery, Client shall owe AI nothing as a fee or expense.**

Client’s Cooperation and Termination: Client shall keep AI advised of her/his current address and telephone number at all times during representation. The failure to advise AI of this current contact information may result in the dismissal of Client’s claim and/or the loss of Client’s legal rights forever. Further, Client agrees that the AI may withdraw from representing Client if AI deem withdrawal warranted for any reason. If AI withdraw from representation, they may do so by notifying Client in writing sent to Client’s last-known address on file with AI. In the event the AI withdraw, Client will not owe any Attorneys’ fees or expenses.

Place of Performance and Choice of Law: This agreement is to be performed in Texas and Client agrees all questions concerning the rights and obligations of Client and AI under this agreement shall be resolved in accordance with the then-prevailing law of the State of Texas, including the Texas Rules of Professional Conduct.

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Statute of Limitation Waiver: Legal claims must be brought within a limited period of time or legal rights can be lost forever. The time period for bringing a legal claim is called the Statute of Limitation. AI will not file or take action on Client's behalf to comply with any Statute of Limitation without adequate time for investigation. Therefore, Client understands, agrees, and consents that AI shall have no responsibility to file a claim or to take any action to comply with any Statute of Limitations expiring within 90 days of the date this signed contract is received by AI. If a Client's statute of limitation expires within 90 days of receipt, Client's claim may not be filed within the statutory period, and therefore, forever barred.

Settlement of Claims: Client shall have the exclusive right to accept or reject any offers for settlement of the cause of action. Client understands, acknowledges, and agrees that this claim may be presented, prosecuted, and/or settled as part of a mass action of other lawsuits in which AI may also represent other persons with claims similar to Client and Client consents to such action. Client hereby waives any potential conflicts between Client and other clients of AI similarly situated. Client further agrees that AI may negotiate Client's claim and other similarly situated claims on an aggregate basis. **Client hereby acknowledges that AI have made no guarantees regarding the successful outcome of this matter and all expressions about the outcome are only opinions.**

Settlement of Healthcare Liens: Client understands and acknowledges that prior to the disbursement of any settlement proceeds, AI may be required to investigate and satisfy any third-party interest healthcare liens such as Medicare, Medicaid and other medical provider liens.

Power of Attorney: The AI are hereby granted a limited power of attorney so that they may have full authority to prepare, sign, and file all legal instruments, pleadings, and papers as shall be reasonably necessary to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to Client in connection with the claims as fully as Client could do so in person. AI are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this agreement. As part of this power of attorney, Client authorizes AI to require that any settlement check be made payable jointly to Client and AI and the AI may reimburse themselves for expenses and fees prior to disbursing money to Client. However, AI will not unreasonably withhold disbursement from Client.

This agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements of the parties. Client understands and acknowledges that the decision to hire AI was made willfully and independently without outside influence.

Executed on: _____

Accepted by:

Client:

(Signature)

Arnold & Itkin LLP

(Printed Name)

(Address 1)

(Address 2)

(Social Security Number)

(Date of Birth)

Name of Deceased (if applicable)



PRIVILEGED ATTORNEY-CLIENT COMMUNICATION
CONSENT TO ASSOCIATE COUNSEL

_____ ("Client") has previously executed an Attorney Client Employment Agreement with _____ (hereinafter referred to as "_____"). Client agrees that _____ may enter into a co-counsel agreement with Arnold & Itkin LLP (hereinafter referred to as "AI") to prosecute Client's claims.

It is further understood that:

- I. AI and _____ will assume joint responsibility for the representation of Client as "joint responsibility" is defined in Rule 1.04, *Texas Disciplinary Rules of Professional Conduct*;
- II. If a recovery is made on behalf of Client, then the total attorneys' fees will be divided _____% to AI and _____% to _____; and
- III. This Consent to Associate Counsel does not change any terms in the Attorney-Client Agreement between _____ and Client, but explains the division of responsibility and fees between AI and _____.

Client's signature indicates his understanding and consent to the co-counsel arrangement between AI and _____, and the division of fees to be paid in the event of a successful recovery.

Client

Date

Arnold & Itkin LLP

Date

Date